

Notification dated 24th August 1923.

It is hereby notified for the information of the public that the collection right of cardamom and the right to tap wood-oil from marked trees in the specified area in the several Ghat Forests of the Manjarabad Range, Hassan District for the year 1923-24 will be sold by public auction by the District Forest Officer, Hassan, at Saklespur on the 20th September 1923 :—

Name of State Forest	Produce	Area in acres	Remarks
(1) Hallemane ..	Collection of cardamom from the area under departmental cultivation.	50	Only the produce for the year 1923-24 to be collected.
(2) Abbalbeduhalla of Kemphole State Forest.		150	
(3) Kenchankumuri State Forest.		50	
Eisle State Forest ..	Wood oil	In blocks marked out by the Range Officer.	The tapping of wood-oil only for the year 1923-24.
Kemphole State Forest ..			
Kenchankumuri State Forest ..			

N. B.—The sale conditions will generally be the same as those prescribed for the collection of the right of Minor Forest Produce in the District, *vide* pages 454-57, Part VI of the *Mysore Gazette*, dated the 19th July 1923, which will be read out at the time of sale.

Notification dated 25th August 1923.

It is hereby notified for general information that the exclusive right of collecting Minor Forest Produce on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and Plantations for one year from 1st July 1923 to 30th June 1924, will be sold Talukwar in public auction, by the District Forest Officer, Hassan, on the dates and at places specified below :—

Name of taluk	Place of sale	Date of sale
(1) Belur ..	Arsikere	... 17th September 1923.
(2) Arsikere ..		
(3) Channarayapatna ..		
(4) Manjarabad ..	Saklespur	... 20th September 1923.

For further particulars please see Notification dated the 9th July 1923, published in pages 454 to 57, Part VI of the *Mysore Gazette* dated the 19th July 1923, which will be read out at the time of sale for the information of the bidders.

L. P. MASCARENHAS,
District Forest Officer.

SHIMOGA DIVISION.

Abstract Notice dated 3rd August 1923.

The attention of the public is hereby drawn to the notification dated the 3rd August 1923 published in the *Mysore Gazette*, Part VI, page 534 of 16th August 1923, *re* the sale of right of collecting of canes in Agumbe Range on the 17th September 1923.

Abstract Notification dated 8th August 1923.

The attention of the public is hereby invited to the detailed notification dated 8th August 1923, published in the *Mysore Gazette*, Part VI, pages 544 and 545, dated the 23rd August 1923, *re* the calling for tenders for the manufacture 5,000 metre-gauge sleepers in Agumbe Range and supply to the Shimoga Depot.

M. A. VARADACHAR,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated 21st August 1923.

It is hereby notified for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved lands and Plantations of Narasimharajapura Sub-Taluk for one year from

1st July 1923 to 30th June 1924, will be sold by public auction by the District Forest Officer, Bhadravati, on the date and at the place specified below:—

Name of taluk	Place of sale	Date of sale	Remarks
Narasimharajapura Sub-Taluk	Narasimharajapura Travellers' Bungalow	10th September 1923	Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands, which are in the occupancy of private individuals as well as village "Amarayi" which is sold separately by the Amildar in the Revenue Department. Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomai and kharab lands, govtana and other lands, set apart for communal purposes:— 1. Hunse. 2. Mavu. 3. Saage. 4. Cocconut. 5. Hippe. 6. Nerle. 7. Halasu. 8. Jali. 9. Byala. 10. Honge seeds and leaves.

N.B.—The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

1. Tamarind fruit	15. Halmaddi
2. Saage kayi	16. Krichal (State Forest)
3. Gum	17. Maddi
4. Honey	18. Chilladabija
5. Bees-wax	19. Chagachebija
6. Kapilarang	20. Guggala
7. Geru bija or marking nut	21. Custardapple
8. Woodapple	22. Kalluhuvu
9. Horns	23. Mukliberu (State Forest)
10. Tarikayi	24. Sogadeberu (State Forest)
11. Gallnut	25. Kakkekayi
12. Antavaladakayi	26. Somechakke
13. Kan pepper	27. Inglara
14. Kan cardamom	

N. B.—The District Forest Officer will omit such of them as are not found in their districts and add such as are necessary to be added.

2. The auction will commence at 2 P.M. and if it is not concluded on the same day, will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid, unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided for in clause 5, and (ii) deposits also with the officer holding the sale, a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in case the party named therein happens to be the highest bidder, obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Conservator of Forests, or the District Forest Officer, as the case may be, who, at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidders shall, immediately after the close of the sale, credit into the Government Treasury one-quarter of the total sale amount including the deposit already made together with Local, Railway and other Cesses, on the entire lease amount, at the rates prevailing in the district. In default, the deposit will be forfeited and the right sold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value, procured at his own cost, and also furnish a security deposit of Rs. 500, or $\frac{1}{4}$ of the sale amount, whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security, or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

N. B.—The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

NOTE.—A sample form of the agreement may be seen at any of the District Forest Offices.

10. The full lease amount shall be paid in two equal instalments as detailed below:—

- (i) One-fourth of the sale amount with full cesses at the time of the sale.
- (ii) One-fourth amount immediately after the sale is confirmed and
- (iii) The balance on or before the 1st October 1923.

In default to pay the instalments on the due dates, the contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

- (a) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.
- (b) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.
- (c) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.
- (d) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.
- (e) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer, of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and the Police Departments, of and above the rank of an Amildar or Police Inspector respectively.
- (f) The lessee or sub-lessee, shall render every month to the District Forest Officer, an account of the number of cart loads of the produce collected and carted during the month.
- (g) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

N. B.—Forest Forms 84 and 85 shall be used.

- (h) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

- (i) The lessee or sub-lessee shall remove, out of the limits of the taluk before the 30th June 1924 all the produce collected and stored under the terms of the lease.
- (j) Neither the lessee nor sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.
- (k) No collection of minor forest produce will be permitted in the State Forests during the fire season, i.e., from the 15th February to end of April of each year.
- (l) The lessee or sub-lessee shall not interfere with the recognised right of inamdars.
- (m) The lessee or sub-lessee has no right to the produce of trees on occupied lands and the village amarayi as detailed in para 1 above.
- (n) No damage will be caused to the trees while collecting the minor forest produce. Any such damage will be assessed by the Forest Range Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of damages will be final. The assessed damages will be recovered from the security deposit of the lessee.
- (o) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part, or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but shall not participate in any profits.

M. MACHAIYA,
District Forest Officer.

ENGINEERING DEPARTMENT.

MYSORE DIVISION.

Dated 23rd August 1923.

A sum of (Rs. 10-11-0) rupees ten and annas eleven only, has been outstanding in the accounts of this office in favour of piece-work contractor Rahimnuthulla, who carried out the work of "repairing the Local Fund Dispensary at Yedatore" during 1921-22. If the amount be not claimed by the piece-worker or his heirs before 1st December 1923, it will be credited to Government.

L. A. H. WINCKLER,
Executive Engineer.

HASSAN DIVISION.

Notification dated 18th August 1923.

It is hereby published for the information of the general public, that the Anemahal-Mudigere road is closed for traffic owing to the collapse of an Iron Girder Bridge in 4/7 of the road on account of abnormally heavy rain fall on 18th July 1923. The date of opening the same for traffic will be notified later on.

N. G. KRISHNA IYENGAR,
Executive Engineer.

WATER-SUPPLY DIVISION.

Abstract Notice dated 18th August 1923.

The attention of the public is invited to the notice dated the 15th August 1923, published in the *Mysore Gazette*, dated the 23rd August 1923, calling for tenders for the supply of 2½" cast iron pipes required for extending the main in front of Modern Hotel to Railway Feeder Road, Bangalore City.

2. The tender will be received by the undersigned up to 12 noon (local time) of 8th September 1923.

S. SRINIVASA AIYAR,
Executive Engineer.